

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PINKZEBRA MUSIC, LLC,)	
)	Case No. 16-cv-11099
Plaintiff,)	
)	Judge: Hon. Joan B. Gottschall
v.)	
)	Mag. Judge: Sheila Finnegan
SHENZHEN WONDERSHARE)	
INFORMATION TECHNOLOGY CO.)	JURY TRIAL DEMANDED
LTD., WONDERSHARE SOFTWARE)	
CO., LTD., ISKYSOFT STUDIO and)	
AIMERSOFT STUDIO)	
)	
Defendants.)	

DEFENDANT’S RULE 68 OFFER OF JUDGMENT TO PLAINTIFF

Defendant Shenzhen Wondershare Information Technology Co. Ltd. (“Wondershare”) hereby makes the following offer of judgment to Pinkzebra Music, LLC (“Plaintiff”), pursuant to Federal Rule of Civil Procedure 68.

A. Introduction

1. Plaintiff filed a seven count complaint against Defendants for copyright infringement in the above-captioned action. Count I is for copyright infringement against Wondershare. Count II is for copyright infringement against Defendant Wondershare Software Co., Ltd., an entity that no longer exists. Counts III and IV is for copyright infringement against “iSkysoft Studio” and “Aimersoft Studio,” two entities that have never existed. Counts V and VI are for contributory and vicarious copyright infringement, respectively, against all named Defendants.

2. Wondershare makes this offer more than fourteen (14) days before this case is set for trial for the purpose of resolving Plaintiff's entire claims against Defendants in the above-captioned action, pursuant to Fed. R. Civ. P. 68.

B. Offer of Judgment

3. Wondershare offers judgment in favor of Pinkzebra Music, LLC, and against Defendants, jointly and severally, on all counts, in the amount of Fifty Thousand Dollars (\$50,000.00), inclusive of costs.¹ Wondershare further offers a permanent injunction against the use, copying, distribution, and/or any other act which may be deemed infringement of a copyright right, of the three works identified in Pinkzebra Music, LLC's Complaint. This offer of judgment is unconditional and made for the purposes specified in Federal Rule of Civil Procedure 68, and is not to be construed as either an admission that Wondershare is liable in this action, or that Plaintiff has suffered any damage.

C. Deadline to Accept

4. This offer of judgment will remain open and irrevocable for fourteen (14) days after its service. If Pinkzebra does not respond within fourteen (14) days after service, the offer is deemed withdrawn.

5. A Certificate/Proof of Service in accordance with the applicable Rules of Civil Procedure is contained in this proposal.

The undersigned, as counsel of record for Defendants, hereby submits this proposal to Plaintiff, Pinkzebra Music, LLC.

¹ This offer excludes attorney's fees that may be assessed as a part of costs under 17 U.S.C. 505. The three asserted music tracks were not registered before the alleged infringement began and, thus, pursuant to 17 U.S.C. 412, Pinkzebra cannot be awarded attorney's fees under 17 U.S.C. 505.

DATED: December 4, 2017

Respectfully submitted,

SHENZHEN WONDERSHARE INFORMATION
TECHNOLOGY CO. LTD.

By /s/ Barry R. Horwitz

Richard D. Harris

Cameron M. Nelson

Barry R. Horwitz

Weisun Rao

GREENBERG TRAURIG, LLP

77 West Wacker Dr., Suite 3100

Chicago, Illinois 60601

Tel: 312-456-8400

CERTIFICATE OF SERVICE

The undersigned hereby certified that a true and correct copy of the foregoing DEFENDANT'S RULE 68 OFFER OF JUDGMENT TO PLAINTIFF was served upon counsel for Plaintiff on the date set forth below, via ECF notice, to:

Adam Wolek
Brian Noack
Taft Stettinius & Hollister LLP
111 East Wacker, Suite 2800
Chicago, IL 60601
Telephone: (312) 527-4000
Email: awolek@taftlaw.com
bnoack@taftlaw.com

Dated: December 4, 2017

/s/ Barry R. Horwitz